

2055

COLLECTIVE BARGAINING AGREEMENT

between

TOWNSHIP OF LITTLE FALLS

and

TEACHERS LOCAL 97 OF NEW JERSEY

1/1/95 - 12/31/99

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AGREEMENT

This agreement made this 10th day of June, 1997 by and between the Township of Little Falls, a municipality in the County of Passaic and State of New Jersey, hereinafter referred to as the "Township" and the Teamsters Local 97 of New Jersey, affiliated with the International Brotherhood of Teamsters AFL-CIO hereinafter referred to as the "Union".

PURPOSE

Whereas, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this agreement:

Now therefore, the parties hereto mutually agrees as follows:

ARTICLE I

UNION RECOGNITION AND CHECK OFF

1. The Township recognizes the Union as the exclusive representative, as certified on _____ and on _____ by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all full time blue collar employees and employed by Little Falls Township, Passaic County, New Jersey including all sanitation employees, drivers and backmen but excluding those employed in the Police Department and all offices, clerical employees, professional employees, craft employees, Policemen, managerial executives and supervisors within the meaning of the New Jersey Employer-Employees Relations Act of 1968. The foreman and the Superintendent of Public Works are supervisory personnel and shall not be members of the Union.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by this agreement (in the form agreed upon between the Township and Union consistent with applicable law) the Township agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

3. The Township will notify the Secretary-Treasurer of the Union within three (3) days of hire all employees, their address, birth date, classifications, rate of pay and social security number; and of all removals of employees from the Township payroll.

ARTICLE II

VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union stewards and members on Township premises for the purpose of discussing Union business.

2. The Township shall supply bulletins boards for the use of the Union and of which shall be placed in a conspicuous location in the Township garage for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

ARTICLE III

STEWARDS

1. The Township recognizes the right of the Union to designate one (1) steward and an alternate for the enforcement of this agreement. The union shall

furnish the Township with a written list of stewards and alternates and notify the Township of any changes.

2. The authority of stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

2a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2b. The Transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

3. Designated Union stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations with Township officials.

4. It is hereby agreed that Chief Steward shall have seniority.

ARTICLE IV

GRIEVANCES

1. For the purpose of this agreement, the term "grievance" means any difference or dispute between the Township and the Union or between the Township and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement

2. The procedure for settlement of grievances shall be as follows:

STEP 1 The aggrieved employee shall discuss his/her problem with the Union steward and Department head, who shall attempt to settle the problem within two working days (48 hours) from the time it was first presented.

STEP 2 If the grievance is not resolved at Step 1 it shall be reduced to writing by the aggrieved employee and one copy immediately furnished to the Township Clerk and one to the Department Head.

The Department Head and Chief Steward shall meet and attempt to solve the problem within two working days (48 hours) from the time it was presented.

STEP 3 Failing to find a mutually satisfactory solution in Step 2 a meeting shall be arranged between the Grievance Committee of the Union and representatives of the Township Committee with the object of settling the problem within (7) seven working days after the parties have failed to do so in Step 2.

3. Any employee shall have the right to process his/her own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this agreement.

ARTICLE V

MANAGEMENT

Nothing in this agreement shall interfere with the right of the Township in accordance with the applicable law, rules and regulations to:

1a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

1b. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.

1c. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

ARTICLE VI

SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of transfer, promotions, layoffs and recalls. In all cases however ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of six (6) months. Employees may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.

3. The seniority of an employee is defined as the length of service as a Township employee dating back to his/her first date of hire and by his/her job classification.

4. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his/her seniority in his/her classification, provided the more senior employee is able to do the available work in a satisfactory manner.

5. When promotions to a higher labor grade or transfers to another grade are in order, the Township shall make such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Township may remove him/her and retransfer him/her to his/her former position.

6. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary.

and shall be posted on the Union Bulletin Boards showing the employees' names, classifications, and seniority dates.

7. Seniority shall apply to all terms and conditions of employment established by this agreement for which seniority is a factor, with the exception of part-time and temporary employees.

ARTICLE VII

POSTING

1. All new and vacant full time positions shall be posted on the Union Bulletin Boards for a period of one week. Employees Applying for such vacancies shall make a request in writing to the head of the department in which such vacancies exist. Efforts will be made to fill vacancies from within the bargaining unit; with seniority employees given preference.

ARTICLE VIII

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

1a. Voluntary quitting. Failure to report back for work no later than the beginning of the next week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.

1b. Discharge for cause.

1c. Failure to report for work within twenty-four (24) hours when called back (after lay off) after receipt of telegram, registered letter or hand-delivered letter unless such failure is mutually agreed between the Township and the Union to be excusable.

1d. Failure to be called back to work for a period of twelve (12) months after a lay off.

1e. Any employee who calls, instigates, sanctions, condones, or

participates in any strike, slow-down or work stoppage; or boycotts, pickets or wilfully interferes with the productive activity of the Department shall forthwith lose all accumulated seniority.

ARTICLE IX

LEAVE OF ABSENCE

IN ACCORDANCE WITH EXISTING TOWNSHIP ORDINANCE

1. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his/her leave for his/her job classification.

2. Seniority shall be retained and shall accumulate during all approved leaves.

ARTICLE X

DISCIPLINE AND DISCHARGE

1. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township shall notify the Union at the time if disciplinary action is taken.

2. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township in writing within two (2) weeks of the disciplinary action.

3. Any employee whose appeal has been sustained shall be returned to his former position and compensated at his regular rate for any time lost during the period of such dismissal.

4. Disciplinary warnings will be issued in writing to the employee and a copy to the Union.

ARTICLE XI

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working

conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

ARTICLE XII

HOURS OF WORK

1. This article is intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.

2. The basic work week shall consist of forty (40) hours from Monday to Friday inclusive. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minutes lunch period.

3. The normal starting time shall be 7:00 A.M. and quitting time 3:30 P.M. but may be varied for seasonal operations or in emergencies.

4. Sanitation men - normal starting time shall be 6:00 A.M. and quitting time 2:30 P.M. but may be varied for seasonal operations or in emergencies.

ARTICLE XIII

REST PERIODS -- WASH UP

1. All employees shall receive two (2) rest periods each day without deduction in pay - one fifteen (15) minutes mid-morning and one fifteen (15) minutes mid-afternoon. The employees shall not return to the garage for such break.

2. All employees shall receive two wash-up periods each day without deduction in pay, one ten (10) minutes before lunch hour and one ten (10) minutes before quitting time.

3. Employees performing snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition,

in each four (4) hour period of such snow removal work a ten (10) minute coffee break may be taken provided, however, the employees shall not return to the garage for such break.

ARTICLE XIV

OVERTIME

1. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and one-half.

2. Any employee called in to work on Saturday will be paid at the rate of time and one half his regular hourly scale (minimum three (3) hours of overtime pay guaranteed).

3. Any employee called in to work on Sunday will be paid at the rate of double time his regular hourly scale (minimum three (3) hours of overtime pay guaranteed).

4. Overtime work shall be equally offered among employees in their respective department as is reasonably practical among those capable of performing the work to be done.

ARTICLE XV

CALL BACK TIME

Any employee who is called back after having completed his regularly scheduled shift shall be compensated at time and one half the employee's hourly pay scale for a minimum of three (3) hours overtime pay.

ARTICLE XVI

WAGES AND JOB CLASSIFICATION

IN ACCORDANCE WITH EXISTING TOWNSHIP ORDINANCE

Wages are in accordance with attached Schedule A. Additionally, the

Township shall contribute Fourteen dollars (\$14.00) per month per employee of the bargaining unit toward the cost of the Teamsters' Dental Plan. In addition to the compensation herein provided, the Master Mechanic shall be entitled to a fixed stipend of \$420 per year.

ARTICLE XVII

IN ACCORDANCE WITH EXISTING ORDINANCE LONGEVITY

1. For all employees hired prior to 1/1/97, longevity shall be included in hourly rate when employee works overtime in accordance with the Federal Fair Labor Standards Act.

2. For all employees hired prior to 1/1/97 there shall be added to and made a part of the remuneration for each full-time employee who has completed or does hereafter during the current year complete five (5) years cumulative service in and for the Township of Little Falls, the sum of \$250.00 and an additional sum of \$250.00 for each additional five (5) years of cumulative service, but not to exceed a maximum of \$1,000.00, provided, however, that the cumulative service shall be consecutive and uninterrupted. All periods of employment shall be computed from January 1 of the year of appointment or employment unless the date of said appointment or employment took place on or after July 1, in which case said period of employment shall be computed from January 1 of the year following said employment or appointment. All employees currently on payroll as of 1/1/97 will have longevity remuneration as outlined herein. New employees hired after 1/1/97 will not be eligible for longevity remuneration.

ARTICLE XVIII

HOLIDAYS - PERSONAL DAYS IN ACCORDANCE WITH EXISTING ORDINANCE

1. Holidays with pay which will be observed by the Township shall be prescribed annually, by resolution, by the Township Committee.

2. In the event that an official holiday is observed during an employee's vacation, he/she shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he/she shall not have that holiday charged against his/her sick leave.

3. Where it is necessary for an employee to work on an official holiday, such employee shall be entitled to an equal amount of time off and at a time approved by the Department head.

New Year's Day	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

One-half of the last work day preceding New Year's Day
and one-half of the last work day preceding Christmas Day.

An employee must work the day before and the day after any holiday in order to receive the holiday pay unless on vacation or sick; if sick, the employee must submit a doctor's note in order to be paid for the holiday

ARTICLE XIX

VACATIONS

Full-time employees, whether paid on an annual salary basis or hourly basis, shall be granted vacation leaves, with pay, each fiscal year according to the following schedule:

- a. One day for each one month's service through the 30th day of April
- b. One calendar week - after full-time employment of at least six months but less than one year.

c. Two calendar weeks - after full-time service of at least one year but less than ten years.

d. Three calendar weeks - after full time service of at least ten years but less than 20 years

e. Four calendar weeks - after full-time service of at least 20 years.

All vacations shall be taken during the current year and vacation time shall not be accumulated unless in the event of an emergency. Vacation period may be extended with approval of the Township Committee.

Vacation leave shall begin to accrue upon the first day of service provided that new permanent employees shall not be eligible for vacation leave until they have completed a satisfactory probationary period if required, provided further, however, that the probation period shall be credited to the employee for vacation accrual purposes upon satisfactory completion thereof.

For the purposes of this chapter, full-time employees shall mean those employees who work the official work week and shall include those employees who are occupied in a position or positions which do not require the employees' work week in order to completely fulfill the requirements of such position. Seasonal or casual employees, regardless of hours worked on a daily or weekly basis, shall not be considered full-time employees.

ARTICLE XX

SICK LEAVE AND BEREAVEMENT PAY

IN ACCORDANCE WITH EXISTING ORDINANCE

1. As used in this subsection, "sick leave" shall mean paid leave that may be granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time and full-time temporary employees are not

eligible for sick leave.

2. A certificate from the employee's doctor shall be required as sufficient proof of the need for sick leave if the employee is absent more than three days.

3. After six months of employment, an employee shall be entitled to five days sick leave for each year. Sick leave shall not be extended except for special reasons; upon recommendation of the Department head and with the consent of the Township Committee, sick leave may be extended for a term not to exceed five days for each year of Township service.

4. When an employee is injured in the line of duty, the Township Committee may, pursuant to R.S. 40:11-8 pass a resolution giving the employee up to one year's leave of absence with pay. When such action is taken the employee shall not be charged any sick leave time for time lost due to such injury.

5. Every permanent full time employee shall be granted three (3) days leave with pay upon the death of a member of the employee's immediate family. Immediate family shall include spouse, children, parents, brothers and sisters; and spouse's parents, brothers and sisters; and grandparents of employee or spouse.

ARTICLE XXI

JURY AND MILITARY LEAVE

IN ACCORDANCE WITH EXISTING ORDINANCE

1. Maternity leave: Maternity leave may be granted up to one year provided that the request for leave is made in writing to the Department head or the Mayor as the case may be, not later than the fourth month of pregnancy. Requests for maternity leave must be favorably endorsed by the Department head. The leave, if granted, shall be without pay. Under no circumstances

shall an employee work beyond the fifth month of pregnancy nor within 30 days after the termination of the pregnancy.

2. Military leave: Any full-time employee who is a member of the National Guard or Reserve components of the military or Naval service of the United States and is required to perform active duty for training periods, shall be granted a leave of absence for the period of such training. The leave shall be counted against the employee's accrued vacation leave.

When an employee has been called to active duty or inducted into the military or Naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of active military service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty within the Township within 60 days following his honorable discharge from the service.

3. Leave for Personal Reasons: A full-time employee may be granted leave without pay for a period not exceeding one month during a fiscal year for specific personal reasons or other reasons deemed in the best interest of the Township when recommended by the department head and approved by the Township Committee. Applications for leave without pay must be submitted in advance in writing, showing the employees' reason for requesting such leave and must contain a statement that he intends to return to Township service.

4. Leave for Court Appearance or Jury Duty: A full-time employee who is subpoenaed as a witness in a civil or criminal case not involving him in his capacity as a Township employee, or an employee who is called and serves on a jury, shall be granted paid leave for the period of time in which he is officially involved with the court in such capacity; however, he shall be entitled to be paid only the difference between his salary and the stipend paid for his services in such capacity.

5. Training leave: Full-time employees may be granted skill or professional improvement leave for specific courses of study relating to the work of the Township in which they are employed, or leave to attend conferences of professional and similar associations. The leave shall be without pay unless full or part pay is recommended by the employee's Department head and approved by the Township Committee, in an amount not to exceed the pay to which the employee is entitled for one month during any fiscal year.

ARTICLE XXII

SAFETY AND UNIFORMS

IN ACCORDANCE WITH EXISTING ORDINANCE

1. Safety Committee: Institution of periodic safety meeting with one employee, one Township representative and the Union representative.
2. Uniform - Shoes: The allowance for safety shoes shall be \$125.00 per person per year.

ARTICLE XXIII

SAVINGS CLAUSE

1. It is understood and agreed that if any provision of this agreement or the application of this agreement to any person or circumstance shall be held invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
2. If any such provisions are so invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIV

TERMINATION AND EXTENSION OF AGREEMENT

The term of this agreement shall be from January 1, 1996 through December 31, 1998.

ARTICLE XXV

COMPLETENESS OF AGREEMENT

1. This agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of this agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this agreement.

2. Applicable benefits provided by all Township ordinances shall continue.

In witness whereof, the parties have by their duly authorized representatives set their hands and seals this 10th day of

June, 19 97.

ATTEST:

TOWNSHIP OF LITTLE FALLS

TEAMSTERS LOCAL 97 OF NJ

(S)

Eugene Kulick

(S)

John S. L.
TOWNSHIP CLERK

(S)

Joseph M. C.
ASSISTANT TRUSTEE

(S)

John P. B.
BUSINESS AGENT

SCHEDULE A-1
TOWNSHIP OF LITTLE FALLS PUBLIC WORKS BARGAINING UNIT
ALL WHO ARE ON PAYROLL PRIOR TO 12/31/96

	<u>1995</u>	<u>1996*</u>	<u>1997**</u>	<u>1998***</u>
Foreman	\$37,363.95	Calculate	Calculate	Calculate
Mechanic	37,363.95	Per	per	per
Operator A (1/2/3)	36,061.38	applicable	applicable	applicable
Operator B	32,650.17	formula	formula	formula
Sanitation Driver	32,232.86			
Operator C	31,732.86			
Operator D	29,915.47			
Operator E	26,225.62			
Operator F	25,162.70			

* Using 1995 as the base year, the wage for 1996 is ('95 base) (1+['95 CPI] + 0.5%)

** Using 1996 as the base year, the wage for 1997 is ('96 base) (1+['96 CPI] + 0.5%)

*** Using 1997 as the base year, the wage for 1998 is ('97 base) (1+['97 CPI] + 0.5%)

CPI = Table 27, Historical Consumer Price Index for Urban Wage earners and Clerical Workers (CPI-W):U.S. City Average, all items; Percent change from previous December.

Examples: 1995 CPI = 2.5%

1996 CPI = 3.3%

SCHEDULE A-2
TOWNSHIP OF LITTLE FALLS PUBLIC WORKS BARGAINING UNIT
ALL EMPLOYED AFTER 1/1/97

Laborer/Driver/Backman*	After 7 years	\$32,000.00
	After 6 years	31,000.00
	After 5 years	30,000.00
	After 4 years	29,000.00
	After 3 years	28,000.00
	After 2 years	27,000.00
	After 1 year	26,000.00
	After 6 mos.	25,000.00
	Start	24,000.00
Sanitation Driver with 5 or more years' experience**	After 1 year	32,500.00
	After 6 mos.	31,500.00
	Start	30,500.00
Sr. Equipment Operator A	After 2 years	37,000.00
	After 1 year	36,000.00
	Start	35,000.00
Jr. Equipment Operator B	After 1 year	34,000.00
	Start	33,000.00

* Add \$500 per year for Sanitation Driver

** Operator must have CDL "B" License; includes laborer/backman duties